

## THE ELECTRICITY OMBUDSMAN, UTTARAKHAND

Shri Jitendra Kumar,  
IRSEE,  
Sr. Divisional Electrical Engineer/TRD,  
Divisional Office,  
Moradabad, U.P.

Vs

The Executive Engineer,  
Electricity Distribution Division,  
Uttarakhand Power Corporation Ltd.  
Jwalapur, Haridwar, Uttarakhand

Representation No. 33/2019

### Order

**Dated:** 30.08.2019

Being aggrieved with the order dated 27.05.2019 of the Consumer Grievance Redressal Forum, Haridwar zone (hereinafter referred to as Forum) on point no. 3 of his complaint no. 60/2019 dated 02.05.2019 before the said Forum against Uttarakhand Power Corporation Ltd. through Executive Engineer, Electricity Distribution Division, Jwalapur (hereinafter referred to as respondent), Shri Jitendra Kumar (IRSEE), Senior Divisional Electrical Engineer, Moradabad on behalf of Northern Railway (hereinafter referred to as petitioner) has preferred an appeal on 20.06.2019 and a subsequent revised appeal on 26.06.2019.

2. The petitioner has submitted that railways having 15 MVA contracted load and annual billing about 18 crores, the bills are being paid regularly. Railways have a 5 MVA connection no. KNO 10264 at Jwalapur for traction in the name of DRM/TRD/Moradabad. Irregularities in the bills of the aforesaid connection were being observed for quite some time for which correspondence was done with the respondent and a meeting was also held with him on 13.03.2019, wherein he was convinced with the irregularities and has promised that necessary action to set right the irregularities shall be taken but nothing was done. Therefore a complaint no 60/2019 was lodged with the Forum, which was decided by the Forum on 27.05.2019.

The grievance arose due to the irregularities in the bills for the month of 05/2018, 12/2018 and 01/2019. While the Forum have rectified the irregularities pertaining to the bills for 05/2018 and 12/2018 which were mutually accepted by both the parties, the Forum decided against the railways in respect of the irregularity pertaining to the bill for the month of January 2019. And therefore this appeal has been filed for rectification of the irregularity pertaining to the bill for the month of January 2019 only.

3. It is stated by the petitioner that bill for the month of January 2019 was received in their office on 14.02.2019 having final date of payment 25.02.2019 so only 11 days time was allowed to them for making the payment. However payment was made on 26.02.2019 through RTGS which is confirmed by the Bank UTR, a copy of which was duly submitted to the respondent and as also to the Forum. The respondent however said that the payment was made on 28.02.2019 and also denied having received UTR but later on the respondent agreed that payment was made on 26.02.2019 and UTR was also received. The petitioner has averred that charging of DPS (Delayed Payment Surcharge, earlier being termed as LPS) for one full month for a delay of one day only is not justified and have requested that the same may be waived off. The amount of DPS Rs. 42,080.65 was imposed in the bill of February 2019.
4. The Forum in their order dated 27.05.2019 have waived off the surcharge for the month of 05/2018 and 12/2018 but have denied the same for the month of January 2019 mentioning that since UTR confirming payment on 26.02.2019 has not been submitted and the OP as per their collection details have shown that payment was received on 28.02.2019 so held that the petitioner is liable to pay the amount of DPS.
5. Respondent in their written statement dated 18.07.2019 has given point wise reply to the petition since the petitioner has filed this petition for rectification of the irregularity in the bill for the month of January 2019 so respondent's submissions regarding bill for the month of 05/2018 and 12/2018, already decided by the Forum to the satisfaction of the petitioner, need not be deliberated here and thus respondent's submission regarding point no. 3 i.e. regarding bill for the month of January 2019 is being deliberated here. The respondent has submitted that bill for the month of

January 2019 was given to the consumer on 05.02.2019 having final date as 25.02.2019 but the payment was received on 26.02.2019 due to which DPS has been imposed. He has further stated that in compliance of Forum's order the DPS amounting to Rs. 86,636.00 for delayed payment of the bills for 05/2018 and 12/2018 has duly been deleted from the bills.

6. The petitioner has submitted a rejoinder vide his letter dated 30.07.2019 which is mostly a reiteration of the petition. In contravention to respondent's submission that bill for the month of January 2019 was got received to him on 05.02.2019, he has stated that the bill was received in his office on 14.02.2019 and not on 05.02.2019 as stated by the respondent but in fact 05.02.2019 is the date of bill and has again requested that the DPS in respect of bill for the month of January 2019 be waived off.
7. The documents available on file have been perused and arguments from both the parties were heard on 19.08.2019 when the petitioner Shri Jitendra Kumar himself and Shri Pradeep Kumar, Executive Engineer on behalf of respondents appeared and argued their respective cases. In order to arrive at a conclusion it is appropriate to refer to the following relevant regulatory and tariff provisions regarding giving dates of payment, grace period and levy of DPS after expiry of grace period.

Provisions of UERC (The Electricity Supply Code) Regulations, 2007 lay down as below:

*"3.3.1 (3) Delivery of each bill to the consumer shall be effected at least 15 days before the due date for payment of the bill."*

The bill as per regulation 3.3.2 shall include amongst other particulars also

*25) Due Date including last date before which the bill has to be paid.*

Provisions of Tariff 2018-19 (applicable in the instant case) lay down the grace period admissible before levy of Late Payment Surcharge:

Annexure 1: Rate Schedule effective from 01.04.2018 A. General Conditions of Supply

*7. Delayed Payment Surcharge (DPS) (for all categories except PTW)*

*In the event of electricity bill rendered by licensee, not being paid in full within 15 days' grace period after due date, a surcharge of 1.25% on the principal amount of the bill which has not been paid, shall be levied from the original due date for each successive month or part thereof until the payment is made in full without prejudice to the right of the licensee to disconnect the supply in accordance with Section 56 of the Electricity Act, 2003. The Licensee shall clearly indicate in the bill itself the total amount, including DPS, payable for different dates after the due date, after allowing for the grace period of 15 days, taking month as the unit...*

8. A perusal of the bill for the month of January 2019 shows that the bill was issued on 05.02.2019 having due date 10.02.2019 and 25.02.2019 as the final date for payment without DPS. These dates are not consistent with the aforesaid regulation and tariff provisions which provides that 15 clear days be given for making payment and further 15 days grace period. As such in the instant case the January 2019 bill having bill date 05.02.2019 should have the due date 20.02.2019 and the grace period of 15 days should have been up to 07.03.2019 and as such if payment was made up to 07.03.2019 no DPS could have been levied. In the instant case the payment was admittedly made on 26.02.2019 through RTGS duly confirmed by UTR submitted to the respondent by the petitioner so the respondent are not entitled to levy any DPS. In fact they have violated the aforesaid regulatory and tariff provisions in giving the date of payment and final date of payment without levy of DPS.
9. Such being the case the DPS amounting to Rs. 42,080.65 imposed in the bill of February 2019 on account of purported delay in payment of bill for the month of January 2019 is hereby quashed. The respondent are directed to delete the aforesaid amount from their accounts and make necessary corrections in consumer ledger account.
10. The respondent Executive Engineer is further directed to ensure compliance of the aforesaid regulatory provisions with regard to giving date of payment and grace period for payment in the bills in future.
11. The UPCL management is directed to issue suitable instructions to all the field officers and other concerned officers to ensure that the dates of payment and grace period are strictly given in the bills in accordance with above mentioned regulatory

and tariff provisions and a copy of such direction issued to be sent to Ombudsman office within a month's time without fail.

Dated: 30.08.2019

(Subhash Kumar)  
Ombudsman